



GENERAL INFORMATION **CITY OF FRISCO, TEXAS**

COMPETITIVE SEALED BID NO. 1304-045
Annual Contract for
WATER AND WASTEWATER SCADA SYSTEM MAINTENANCE

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DOCUMENTS ARE DUE TO THE OFFICE OF THE DIRECTOR OF  
ADMINISTRATIVE SERVICES PRIOR TO:

***May 1, 2013 @ 2:00PM CST***

***NO LATE BIDS WILL BE ACCEPTED***

**ORIGINAL ON A CD OR FLASH DRIVE AND ONE HARD  
COPY REQUIRED**  
~~~~~

DOCUMENTS
MAY BE DELIVERED OR
MAILED TO:

**CITY OF FRISCO
TOM JOHNSTON, DIRECTOR
OF ADMINISTRATIVE
SERVICES
6101 Frisco Square Blvd.,
FRISCO, TX 75034**

Deadline for Submittal of
Questions

**April 18, 2013 4:00pm CST
Send to
Purchasing@friscotexas.gov**

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

**Daniel Ford, CPPB
Purchasing Manager
dford@friscotexas.gov
972 292 5545**

**Jean Stelatella CPIM, CPPB
Buyer
jstelatella@friscotexas.gov
972 292 5541**



CITY OF FRISCO

Competitive Sealed Bid Number 1304-045 Annual Contract for Water and Wastewater SCADA System Maintenance

BIDDER MUST SUBMIT ORIGINAL BID ON A CD OR FLASH DRIVE PLUS ONE HARD "COPY" TO FACILITATE EVALUATION. IF A HARD "COPY" IS NOT SUBMITTED WITH THE ORIGINAL CD OR FLASH DRIVE, THE BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The City of Frisco (the "City") is accepting Competitive Sealed Bids for an Annual Contract for Water and Wastewater SCADA System Maintenance. This is a one (1) year contract, with four (4) optional one (1) year renewals. The City will also have the right and option to terminate the contract upon thirty (30) days written notice.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

BIDS MUST BE RECEIVED BY MAY 1, 2013 2:00 PM CENTRAL STANDARD TIME (CST) BY THE DIRECTOR OF ADMINISTRATIVE SERVICES. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED NONRESPONSIVE.

Bids will be publicly opened and read aloud at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on May 1, 2013 at 2:05 PM CST.

Write the competitive sealed bid number, 1304-045, name of bid, Water and Wastewater SCADA System Maintenance, and the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The City reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the City.

An inventory of City facilities is included in the specification. A pre-bid meeting will not be conducted, but site visits may be scheduled if necessary. To schedule a site visit, please contact Lance Jones, Utilities Superintendent, at 972-292-5823.

SEE ATTACHED SPECIFICATIONS/BID FORM

The successful bidder may be required to execute a written contract.

GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids and become a part of the terms and conditions of any bid submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

2. FORM: Bidders must submit original on a CD or Flash drive and one hard (1) copy of the sealed bid/written quote/proposal to the Director of Administrative Services prior to response due date/time. Failure to submit the additional copy may result in the bid being declared nonresponsive to specification and may not be further evaluated.
3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

8. **BIDDER SHALL PROVIDE:** With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.
9. **ALTERING/WITHDRAWAL OF BIDS:** Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn after opening time without first submitting a written reason to the Director of Administrative Services and obtaining the Director of Administrative Services approval.
10. **PRESENTATION OF BIDS:** No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.
11. **CORRESPONDENCE:** This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
12. **ADDENDA:** Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
13. **LATE BIDS:** Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
14. **BID OPENINGS:** All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

15. **BID TABULATION:** Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. **BID RESULTS WILL NOT BE GIVEN BY TELEPHONE.** You can also download a copy on our website, www.friscotexas.gov. If you have any questions, please contact the City of Frisco, Purchasing Division, at purchasing@friscotexas.gov.
16. **PROTESTS:** All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all

other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the Director of Administrative Services within five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. **BID AWARD:** The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
18. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
21. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
22. **TESTING:** An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.

23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
28. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
29. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
30. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.
31. INVOICES: Invoices must be submitted by the successful bidder to:
accountspayable@friscotexas.gov

CONTRACT

32. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
33. INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County

Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.

34. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
35. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, Managers and employees and all entities, their officers, Managers and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any Manager, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
36. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.
37. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Director of Administrative Services who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Director of Administrative Services or designated representative.
38. **REMEDIES:** The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
39. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
40. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

41. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services."
42. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
43. DISCLOSURE OF CERTAIN RELATIONSHIPS: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov.

By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, Managers, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages)
Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

	<p>(If automobile or limousine service is involved even if volunteers)</p> <p>Automobile Liability with a minimum of \$1 Million Dollars combined single limit.</p>
Public Works and Construction	<p>General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law</p>
Professional Services	<p>Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.</p> <p>(If size or scope of project warrant)</p> <p>Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars</p>

SAMPLE ON NEXT PAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Brokerage 1234 Frisco Square Blvd. Frisco, Texas 75034	CONTACT NAME: John Smith PHONE (A/C No. Ext): 972-555-5555 FAX (A/C No.): 972-555-5556 E-MAIL: johnsmith@abcinsurance.com
INSURED Your Company Name Here Address of Insured Address of Insured	INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Company Name NAIC #: 12345 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBS	W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
				987654	03/05/2013	03/05/2014	MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS			123456	03/05/2013	03/05/2014	BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		123456	03/05/2013	03/05/2014	WC STATUTORY LIMITS OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X				E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Frisco, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers' compensation. Provide a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

CERTIFICATE HOLDER

CANCELLATION

City of Frisco 6101 Frisco Square Blvd Frisco, Texas 75034	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE SIGNATURE HERE
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ACORD 25 (2010/05)

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Supplemental Information

Texas Government Code Section 2252.002 Non-resident Bidders

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

AFFIDAVIT OF NO PROHIBITED INTEREST

(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: _____

Title of Officer: _____

Signature of Contractor: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS *

*

COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____, 2013.

Signature of Notary Public in and for the State of Texas

STAMP

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship ☐ YES ☐ NO
2. Partnership ☐ YES ☐ NO
3. Corporation ☐ YES ☐ NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

☐ NO ☐ YES If yes, specify (☐) MBE (☐) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ☐ NO ☐ YES

If yes, specify governmental agency: _____

Date of certification: _____

CIQ Form-To be completed by the Bidder and Submitted with Bid

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY <div style="border: 1px solid black; height: 150px; margin-top: 5px;"></div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of person who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.) </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer with whom filer has employment or business relationship. </div> <div style="text-align: center; margin-top: 10px;"> <hr style="width: 30%; margin: 0 auto;"/> Name of Officer </div> <p style="margin-top: 10px;">This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<div style="border: 1px solid black; padding: 2px;"> 4 </div> <div style="margin-top: 20px; display: flex; justify-content: space-between;"> <div style="width: 45%;"> <hr style="width: 80%; margin: 0 auto;"/> Signature of person doing business with the governmental entity </div> <div style="width: 45%;"> <hr style="width: 80%; margin: 0 auto;"/> Date </div> </div>		

Adopted 06/29/2007

BIDDER REMINDER LIST:**REQUESTED DOCUMENTATION INCLUDED?****ORIGINAL ON A CD OR FLASHDRIVE AND ONE (1) HARD COPY INCLUDED?****ALL BLANKS COMPLETED ON THIS FORM?****COMPLETED COMPANY PROFILE/REFERENCES?****COMPLETED SIGNATURE?****Schedule of Events**

Public Notification/Advertisement	April 5, 2013	
	April 12, 2013	
Pre-Bid Meeting	N/A	
Deadline for Submitting Questions	April 18, 2013	4:00PM CST
Bids Due	May 1, 2013	2:00PM CST

Questions Concerning this bid are due in writing via e-mail to purchasing@friscotexas.gov before the deadline for submitting questions stated above.

CITY OF FRISCO, TEXAS
SPECIFICATIONS FOR WATER AND WASTEWATER
SCADA (Supervisory Control and Data Acquisition) SYSTEM MAINTENANCE

1. PROJECT LOCATION:

All the water and wastewater SCADA systems to be maintained under this contract are located on City owned property within the city limits of the City of Frisco.

2. EXISTING EQUIPMENT:

All existing Programmable Logic Controller ("PLC") devices, radios, communication devices, sensors, power supplies, panel assemblies and other miscellaneous electrical devices shall remain the property of the City of Frisco, and shall be stored at a location chosen by the Facilities Superintendent or his designated representative.

3. WORK TO BE PERFORMED:

Work to be performed under this contract shall include, but is not limited to the following: PLC programming, Human Machine Interface ("HMI") programming, operator interface programming, panel assembly for SCADA system panels, field installation of panels, and communication equipment installation and testing. The **BID FORM** has been prepared to include as many items as possible for bidding the work required.

4. BIDDER QUALIFICATIONS:

It is the intention of the City to obtain a specially qualified bidder because of the critical nature of this work in order to ensure continuous operation of the City of Frisco's SCADA system. This SCADA system ensures that the City of Frisco can remotely control and monitor the potable water supply, wastewater lift stations, weather station and provide a means for immediate corrective action in situations where problems may arise.

Each bidder should submit along with other bid documents, evidence of the bidder's ability to perform work outlined in these specifications.

The following information should be submitted and further information may be required at the City's request:

- (a) A list of municipal clients that the bidder has worked with over the last 5 years as an integrator for SCADA systems. As a service provider for the SCADA system, the bidder should also demonstrate familiarity with the control, alarming and data

acquisition functionality, which are involved in maintaining a municipal automation solution.

- (b) A resume of experiences demonstrating an in depth knowledge of working with KEP's Infilink software, programming KEP's MMI units, Sequel Server, SCADA Alarm, Logger Net, Pro Works 32 and Unity.
- (c) A resume of experiences demonstrating an in depth knowledge of Modicon 984 PLC programming software and a strong foundation in the principles of PLC programming. The bidder should also demonstrate integration experience with pump stations, lift stations and elevated storage tanks and, should provide a list of **Modicon PLC** experience.
- (d) A resume of experiences demonstrating familiarity with licensed radio frequencies.

The City may make such an investigation as deemed necessary to determine the ability of the bidder to perform the work. If the City feels that a specially qualified bidder is not properly qualified to carry out the obligations of the contract and complete the work entailed in the bid, the City of Frisco will reserve the right to reject the appropriate bid.

Conditional bids will not be accepted.

5. SAFETY:

All equipment furnished and installed under this contract shall be manufactured and installed in accordance with the applicable sections of the Occupational Safety and Health Act of 1970 and its subsequent amendments and revisions. All work on this project shall be performed in accordance with the regulations and requirements of the above Act, along with its revisions and amendments.

6. PERFORMANCE:

After the repaired or replaced equipment has been reinstalled, a systems test shall be performed. The purpose of this test shall be to demonstrate that the equipment has been properly installed and will operate satisfactorily and meet the guarantees of the manufacturer.

7. GUARANTEE:

The bidder shall guarantee the repaired or replaced equipment and his work under this contract against defective materials and workmanship for a period of two (2) years from the date of acceptance by the City. The bidder agrees to remedy any defects that may develop during this two (2) year period without cost to the City.

Since the operation of water supply and the wastewater SCADA systems is critical to the City of Frisco, the "guarantee work" shall be performed within seventy-two (72) hours after notification. The use of "guarantee work" is specifically contemplated and shall not be a basis for additional charge to the City.

8. EQUIPMENT AND PARTS PROVIDED BY BIDDER:

Equipment and parts provided under this agreement, which are installed in the water and wastewater SCADA facilities, shall be free of liens and defects. The equipment and parts shall also be new and unused, unless otherwise approved by the City. The vendor shall provide their own remote access software.

9. RESPONSE:

The qualified bidder must be capable of providing twenty-four (24) hour equipment and personnel service 365 days per year. The bidder must guarantee a minimum of two (2) hour response time to be at the job site.

Yes_____No_____

FRISCO SCADA INVENTORY

WATER SYSTEM

MAIN OFFICE

11300 Research Road

- SCADA Computers (6; 3 Desktops, 2 Laptops, 1 Weather Station)
- SCADA Panel
- Momentum PLC (3)
- Tate Radio (2)
- Spread Spectrum Radio (1)
- Antenna and Cable (3 ea)
- Miscellaneous Electrical Components and Instrumentation

FRISCO 1 – PUMP STATION (NORTH BUILDING)

6309 Custer Road

- SCADA Panel
- M340 PLC
- Tate Radio
- Antenna and Cable
- Telemecanique Alti Start 46 (3)
- Telemecanique Alti Start 48 (2)
- Miscellaneous Electrical Components and Instrumentation

FRISCO 1 – PUMP STATION (SOUTH BUILDING)

6309 Custer Road

- SCADA Panel
- Quantum PLC
- Tate Radio
- Antenna and Cable
- Telemecanique Alti Start 46 (2)
- Telemecanique Alti Start 48 (3)
- Miscellaneous Electrical Components and Instrumentation

FRISCO 1 – PUMP STATION (EAST BUILDING)

6309 Custer Road

- SCADA Panel
- M340 PLC
- Modicon TSX Premium PLC
- Tate Radio
- Antenna and Cable
- Telemecanique Alti Start 48(5)
- Miscellaneous Electrical Components and Instrumentation

FRISCO 2 – PUMP STATION

10500 Huntington Road

- SCADA Panel
- Micro 612 PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

PARKWOOD 2.0 MILLION GALLON ELEVATED WATER TANK

3966 Parkwood Blvd

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

HILLCREST 0.75 MILLION GALLON ELEVATED WATER TANK

6500 Hillcrest Road

- SCADA Panel
- Momentum PLC
- Campbell Scientific Weather Station
- Tate Radio
- Spread Spectrum Radio (2)
- Antenna and Cable(3)
- Miscellaneous Electrical Components and Instrumentation

EL DORADO 2.5 MILLION GALLON ELEVATED WATER TANK

12134 Eldorado Parkway

- SCADA Panel
- Momentum PLC
- Campbell Scientific Weather Station
- Tate Radio
- Spread Spectrum Radio
- Antenna and Cable(2)
- Miscellaneous Electrical Components and Instrumentation

TIMBER RIDGE 2.5 MILLION GALLON ELEVATED WATER TANK

6050 Timber Ridge Drive

- SCADA Panel
- Momentum PLC
- Campbell Scientific Weather Station
- Tate Radio
- Spread Spectrum Radio
- Antenna and Cable(2)
- Miscellaneous Electrical Components and Instrumentation

TEEL 2.5 MILLION GALLON ELEVATED WATER TANK

13772 Teel Parkway

- SCADA Panel
- Momentum PLC
- Campbell Scientific Weather Station
- Tate Radio
- Spread Spectrum Radio
- Antenna and Cable(2)
- Miscellaneous Electrical Components and Instrumentation

CENTRAL FIRE STATION SYSTEM PRESSURE TRANSDUCER

8600 Gary Burns Drive

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

FIRE STATION 2 SYSTEM PRESSURE TRANSDUCER

3711 Ohio Burns Drive

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

FIRE STATION 3 SYSTEM PRESSURE TRANSDUCER

5449 Warren Parkway

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

FIRE STATION 4 SYSTEM PRESSURE TRANSDUCER

4485 Cotton Gin Road

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

FIRE STATION 5 SYSTEM PRESSURE TRANSDUCER

14300 Eldorado Parkway

- SCADA Panel
- Momentum PLC
- Tate Radio

- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

FIRE STATION 6 SYSTEM PRESSURE TRANSDUCER

3535 Eldorado Parkway

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

STARWOOD SYSTEM PRESSURE TRANSDUCER

6703 Firenze Lane

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

WASTEWATER SYSTEM

COIT LIFT STATION

8299 Coit Road

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

CYPRESS CREEK LIFT STATION

13382 Lyndhurst Drive

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

SILVERTON LIFT STATION

11514 Coralberry Drive

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

GRAY HAWK LIFT STATION

12590 FM 423

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

FAIRWAYS LIFT STATION

10555 Smotherman Road South

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

TRAILS LIFT STATION

9585 Planters Row Drive

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

LONE STAR RANCH LIFT STATION

350 Lone Star Parkway

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

FRISCO LAKES LIFT STATION

6423 FM 423

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

FRISCO LAKES 2 LIFT STATION

1585 Frisco Lakes Drive

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

FRISCO LAKES 3 LIFT STATION

2275 Crown Park Lane

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Telemecanique Altivar 61 VFD (2)
- Miscellaneous Electrical Components and Instrumentation

STEWART CREEK REUSE PUMP STATION

5100 4Th Army Memorial Drive

- SCADA Panel
- M340 PLC
- Tate Radio
- Antenna and Cable
- Telemecanique Altivar 61(2)
- Telemecanique Atli Start 46 (1)
- Miscellaneous Electrical Components and Instrumentation

GOLF COURSE VALVE VAULT

2595 The Trails Parkway

- SCADA Panel
- M340 PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

PANTHER CREEK REUSE PUMP STATION

1825 Panther Creek Road

- SCADA Panel
- M340 PLC
- Tate Radio
- Antenna and Cable
- Rockwell Power Flex 755 (2)
- Miscellaneous Electrical Components and Instrumentation



GENERAL INFORMATION
CITY OF FRISCO, TEXAS
CITY OF FRISCO PURCHASING DIVISION

BID FORM

1304-045

Annual Contract for Water & Wastewater SCADA System Maintenance

Bidder agrees to perform on an annual basis, maintenance for water and wastewater pumping SCADA facilities for the City of Frisco, Texas, for the following unit prices:

A. On-Site Services

- | | |
|---|----------|
| 1. Field Service Engineer, cost per hour | \$ _____ |
| 2. Remote Service Engineer, Cost per hour | \$ _____ |
| 3. Junior Field Service Engineer, cost per hour | \$ _____ |
| 4. Field Service Technician, cost per hour | \$ _____ |
| 5. Mileage Rate | \$ _____ |
| 6. Design and Consulting, cost per hour | \$ _____ |

B. Off-Site Services

- | | |
|---|----------|
| 1. Shop Labor for panel assembly, cost per hour | \$ _____ |
|---|----------|

C. Minimum Service Charge

Does the Bidder have a minimum service charge? Yes _____ No _____

Explain in detail: _____

D. Parts and Equipment

Indicate percent (%) overhead charges above actual cost of parts or equipment.

Percent Overhead: _____

E. Use of Sub-Contractors

Can your company provide all of the services with regular full-time employees or will contract labor or sub-contractors be required.

Yes _____ No _____

This bid will be awarded to the lowest responsible, responsive bidder.

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation for Bid.

"I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder: _____

Address of Bidder: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

By (print name) _____ Cash Discount Terms: _____

Title: _____ Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____